

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC. et al.,

Plaintiffs,

v.

ZHEN WANG “JOHNNY” ZHANG et al.,

Defendants.

CASE NO. C18-352 RSM

ORDER DENYING PLAINTIFFS’  
MOTION FOR JUDGMENT

This matter is before the Court on Plaintiffs’ Motion for Judgment. Dkt. #56. Plaintiffs allege that Defendants have breached a settlement agreement between the parties and consequently request that the Court enter judgment against Defendants. *Id.* Defendants have not responded. *See* W.D. Wash. Local Rules LCR 7(b)(2) (except for summary judgment motions, the Court can consider a failure to oppose the motion as an admission that the motion has merit). However, the Court does not find it appropriate to enter judgment on this record and denies the motion without prejudice.

Plaintiffs Amazon.com, Inc. (“Amazon”) and Vera Bradley Designs, Inc. (“Vera Bradley”) brought this action against Defendants Zhen Wang “Johnny” Zhang and Fabby Global Trading, LLC d/b/a “Calibean Collection” for selling products on Amazon’s online marketplace that violated Vera Bradley’s trademarks and copyrights. Dkt. #28. Prior to trial, the parties were

1 able to reach a settlement and stipulated to entry of a permanent injunction. Dkt. #51. Broadly  
2 speaking, the permanent injunction barred Defendants from using Amazon’s marketplace to  
3 conduct business, from violating Vera Bradley’s trademarks and copyrights, and from aiding  
4 others undertaking those actions. Dkt. #53. At the request of the parties, the Court dismissed the  
5 action on February 2, 2020. Dkt. #54. Now, Plaintiffs ask that the Court enter judgment against  
6 Defendants based on an alleged breach of the parties’ settlement agreement.

7 Initially, the Court notes that the “Stipulated Judgment” is not executed by Defendants.  
8 Dkt. #56 at 4–6. Plaintiffs indicate that the form of the stipulated judgment was made an exhibit  
9 to the parties’ settlement agreement and that upon breach the settlement agreement permitted  
10 them to file the judgment. *Id.* at 1. But Plaintiffs do not provide the Court a copy of the parties’  
11 settlement agreement. In fact, Plaintiffs do not provide the Court with any proof that Defendants  
12 agreed to entry of this stipulated judgment.

13 Likewise, Plaintiffs provide no proof that the settlement agreement—whatever its terms  
14 may be—has been breached. At best, the Court can infer that the Defendants were obligated to  
15 make certain payments to Plaintiffs and failed to do so. The proposed judgment indicates simply  
16 “that Defendants have defaulted in their settlement payments.” *Id.* at 5. Likewise, the proposed  
17 judgment indicates a principal judgment of “\$500,000 minus any previous settlement payments  
18 made to date of default” while seeking a judgment “amount of US \$480,000.” *Id.* But the  
19 representation by Plaintiffs, in their unsworn motion, is that “Defendants defaulted on the  
20 settlement obligations on November 23, 2020.” *Id.* at 1. Beyond this single conclusory  
21 statement, Plaintiffs provide the Court with no actual evidence of breach.

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1 Accordingly, and having reviewed Plaintiffs' motion and the remainder of the record, the  
2 Court finds the record inadequate to justify the entry of judgment and DENIES Plaintiffs' Motion  
3 for Judgment (Dkt. #56) without prejudice.

4 DATED this 16<sup>th</sup> day of December, 2020.

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8 RICARDO S. MARTINEZ  
9 CHIEF UNITED STATES DISTRICT JUDGE  
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